

August 12, 2005

Gunther S. Meisse
President & General Manager
Mid-State Television Inc., WMFD- TV
2900 Park Ave West
Mansfield, OH 44904

Dear Mr. Meisse,

As you are aware, the Media Bureau of the Federal Communications Commission ("**FCC**") sent a letter to WTVG, Inc. ("**WTVG**"), licensee of WTVG, notifying Mid-State Television, Inc. ("**Mid-State**"), licensee of WMFD-TV that WTVG's first round digital channel election resulted in impermissible interference to WMFD- TV ("**Channel Election Conflict Letter**"). In order to resolve this identified interference conflict, and to preserve and improve service to the public to the extent possible, WTVG and Mid-State ("**Parties**"), are entering into this negotiated conflict resolution agreement ("**Letter Agreement**"). The Parties hereby acknowledge that it is in their mutual interest to resolve the interference conflict in the proposed manner and that such resolutions serve as consideration for this Letter Agreement.

1. Election and Interference. On February 9, 2005, WTVG elected to operate its post-transition digital television replication facilities on its current NTSC channel 13. The channel election conflict letter sent to WTVG states that the facilities certified to and referenced in the WTVG FCC Form 381, FCC File No. BCERCT-20041105BCL ("**WTVG Certification**"), would result in .4% predicted and impermissible interference to the channel election facilities certified to and referenced in the WMFD- TV FCC Form 381, FCC File No. BCERCT- 20041103ACK ("**WMFD-DT Certification**"). The Channel Election Conflict Letter provides WTVG with options for resolving the interference conflict, such as entering into a conflict resolution agreement.

2. Acceptance of Interference. Mid-State agrees to accept interference to WMFD-TV resulting from the WTVG facilities identified in the WTVG Certification. Mid-State warrants that acceptance of interference from WTVG will not compromise Mid-State's ability to serve WMFD- TV's service area as required by all relevant FCC regulations. The public interest will be served by the acceptance of this Letter Agreement by the FCC in view of the fact that each station will be able to continue operations on their long-time channels.

3. FCC Approval. The Parties hereby agree that, on or prior to August 15, 2005 WTVG will file with the FCC a Form 383 (First Round Conflict Decision Form) certifying that WTVG has resolved the interference conflict with Mid-State by executing this Letter Agreement. The effectiveness of this Letter Agreement shall be contingent upon the approval of this Letter Agreement by the FCC.

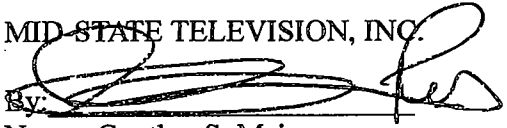
4. Expenses. WTVG hereby agrees to pay the legal and engineering expenses incurred by the Parties in connection with evaluating the impact of this Letter Agreement on WMFD-TV, such expenses not to exceed \$1,450.00.

5. Miscellaneous. This Letter Agreement may not be amended except by an instrument in writing signed on behalf of each of the Parties. This Letter Agreement constitutes the entire agreement and understanding of the Parties and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. Nothing in this Letter Agreement expressed or implied is intended or shall be construed to give any rights to any person or entity other than the Parties and their respective successors and permitted assigns. This Agreement shall be governed by the laws of the State of Ohio without giving effect to the choice of law provisions thereof

Please acknowledge your acceptance of the foregoing by executing the countersignature below.

WTVG, INC

By: _____
Name:
Title: President and General Manager

MID-STATE TELEVISION, INC.
By: 
Name: Gunther S. Meisse
Title: President and General Manager

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WTVG, INC

By: 

Name:

Title: President and General Manager

MID-STATE TELEVISION, INC.

By: 

Name: Gunther S. Meisse

Title: President and General Manager

ATTACHMENT

Public Interest Statement

Pursuant to Public Notice of the Federal Communications Commission ("FCC" or "Commission") of August 2, 2005 ("Public Notice"), licensees that receive notification of interference from the Commission may submit proposals to the FCC, together with the affected station, whereby the parties agree to accept more than 0.1% interference. Accordingly, WTVG, Inc., licensee of WTVG (TV), Toledo, Ohio ("WTVG"), and Mid-State Television, Inc., licensee of WMFD-TV, Mansfield, Ohio ("WMFD"), have entered into an interference acceptance agreement ("Letter Agreement"), dated as of August 12, 2005.

Licensees are required by the Public Notice to attach a Public Interest Statement to the submitted Letter Agreement addressing several public interest factors. These factors include: (1) the amount that the proposal exceeds the 0.1% interference level; (2) the cumulative level of interference that would be received by the affected station; (3) the availability of an in-core digital channel that the licensee could use for digital operations in lieu of its NTSC channel; (4) where the interference occurs; (5) the number of remaining services to the population in the loss area; and (6) any other relevant public interest considerations.

For the reasons set forth below, WTVG and WMFD-TV request the Commission to determine that approval of the Letter Agreement supports the public interest.

(1) WTVG's election to continue operation of its post-transition DTV replication facilities on its current NTSC channel 13 will result in 0.204% interference to the channel election facilities operated by WMFD, or 0.104% in excess of the FCC 0.1% interference level.¹

(2) Including the interference caused by WTVG's operation on channel 13, WMFD will incur 9.57% cumulative interference from all DTV stations.²

(3) WTVG's initial DTV allotment is channel 19. DTV channel 19 receives interference within WTVG's designated market area ("DMA") from WISE-DT, licensee of DTV channel 19, Fort Wayne, Indiana. WTVG's VHF channel 13 has greater propagation than the allotted UHF DTV channel 19. Also, because of the asymmetry of the Toledo DMA and the close proximity of the westernmost counties in the Toledo DMA to the Fort Wayne, Indiana DTV allotment on channel 19 (350 KW at 224.3 m HAAT), the approximate 100 mile spacing (161.33 km) is insufficient to protect WTVG's service to the western reaches of the Toledo.

¹ These percentages are based on calculations by WTVG's consulting engineer, which were verified by WMFD's consulting engineer. If the interference numbers identified in the FCC's conflict letter to WTVG are used instead, these percentages would be 0.38% and 0.28%, respectively.

² As best as can be determined, this 9.57% interference does not include potential interference from CBLFT D12, unless that facility was included in the "after_nca_all_baseline" computations that were performed in Round One of the channel election process released by the FCC in June 2005.

Therefore, WTVG is able to reach more viewers by operating its post-transition digital television replication facilities on channel 13 than on channel 19.³

(4) WTVG's operation on channel 13 causes only a 0.026% loss to WMFD in the Columbus DMA, with the remaining loss in the Toledo DMA.⁴ The area of loss is shown on Exhibit 1 submitted herewith.

(5) There are a number of remaining service providers available in the loss area, including:

- Winston Broadcasting Network, Inc., licensee of WBNX-TV (channel 55), Akron-Cleveland, Ohio;
- Scripps Howard Broadcasting Co., licensee of WEWS-TV and WEWS-DT (channels 5 and 15, respectively), Cleveland, Ohio;
- WJW License, Inc., licensee of WJW and WJW-DT (channels 8 and 31, respectively), Cleveland, Ohio;
- WKYC-TV, Inc., licensee of WKYC-TV and WKYC-DT (channels 3 and 2, respectively), Cleveland, Ohio;
- Univision Partnership of Ohio, licensee of WQHS-TV (channel 61), Cleveland, Ohio;
- NBC Telemundo License, Co., licensee of WCMH-TV (channel 4), Columbus, Ohio;
- WSYX Licensee, Inc., licensee of WSYX and WSYX-DT (channels 6 and 13, respectively), Columbus, Ohio;
- Christian Faith Broadcast, Inc., licensee of WGGN-TV (channel 52), Sandusky, Ohio; and
- Raycom Media, Inc., licensee of WOIO and WOIO-DT (channels 19 and 10, respectively), Shaker Heights-Cleveland, Ohio.

(6) Approval of the Letter Agreement is in the public interest because of the relatively small amount of interference noted above, with only 0.026% interference in WMFD's DMA of Columbus. In addition, approval of the Letter Agreement will permit both stations to continue operating on their preferred channels. The public interest will also be served by approval of the

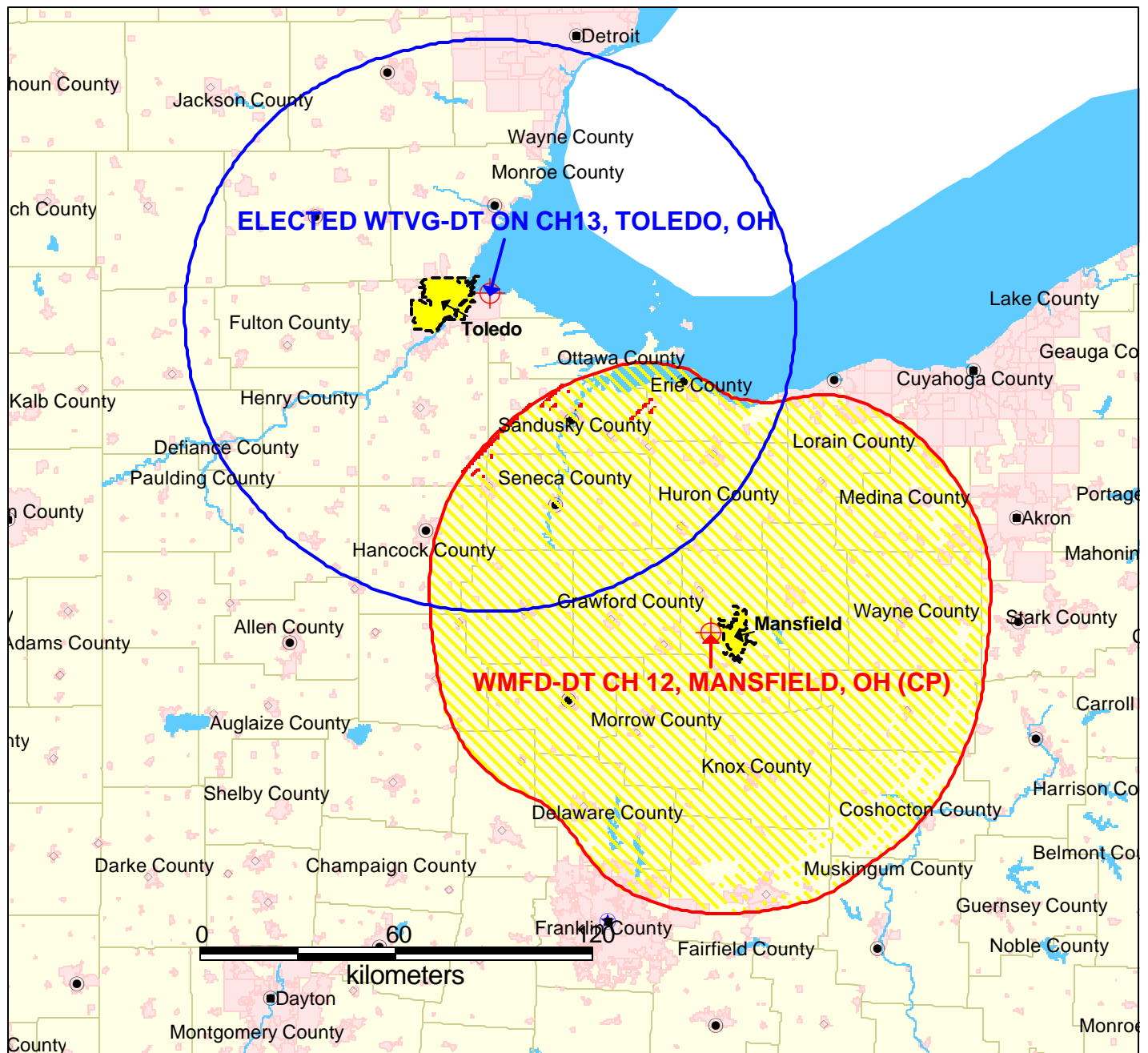
³ The FCC "after_nca_baseline" numbers for this facility show that DTV operation on channel 13 will cover 2,546,959 persons in 22,703.0 km² while DTV operation on channel 19 will cover 2,486,820 persons in 20,183.7 km².

⁴ If the FCC-based numbers mentioned in note 1 are used, this loss would equal 0.048%.

Letter Agreement because WTVG will be able to serve more people on channel 13 than it could serve on channel 19. For these and other reasons, WTVG and WMFD have entered into the Letter Agreement and request that the FCC find that such agreement is in the public interest.

PUBLIC INTEREST STATEMENT

EXHIBIT 1



PREDICTED COVERAGE CONTOURS

WMFD-DT Ch 12, MANSFIELD, OH

14 kW- 180 mHAAT, 558 mRCAMSL - 69497 DANT @ 5°

Predicted Principal Community Coverage F(50,90) - 36 dBu



STRONGEST_SIGNAL -26 to 200 dB
Area: 20,170 Sq. Km
Pop Count: 1,220,008

NEW WTVG-DT ON CH. 13, TOLEDO, OH Predicted Principal Community Coverage F(50,90) - 36 dBu - 14kW, 305.4 m HAAT, 485.4 m RCAMSL, D19OHTOLEDO ____ 13 D-ANT



STRONGEST_SIGNAL -100 to -26 dB
Area: 105 Sq. Km
Pop Count: 2,490

CARL T. JONES
CORPORATION

Total Pop Count in INTERFERENCE AREA due to ELECTED WTVG-DT ON CH. 13, TOLEDO, OH
14kW, 305.4 m HAAT
D19OHTOLEDO____13 D-ANT

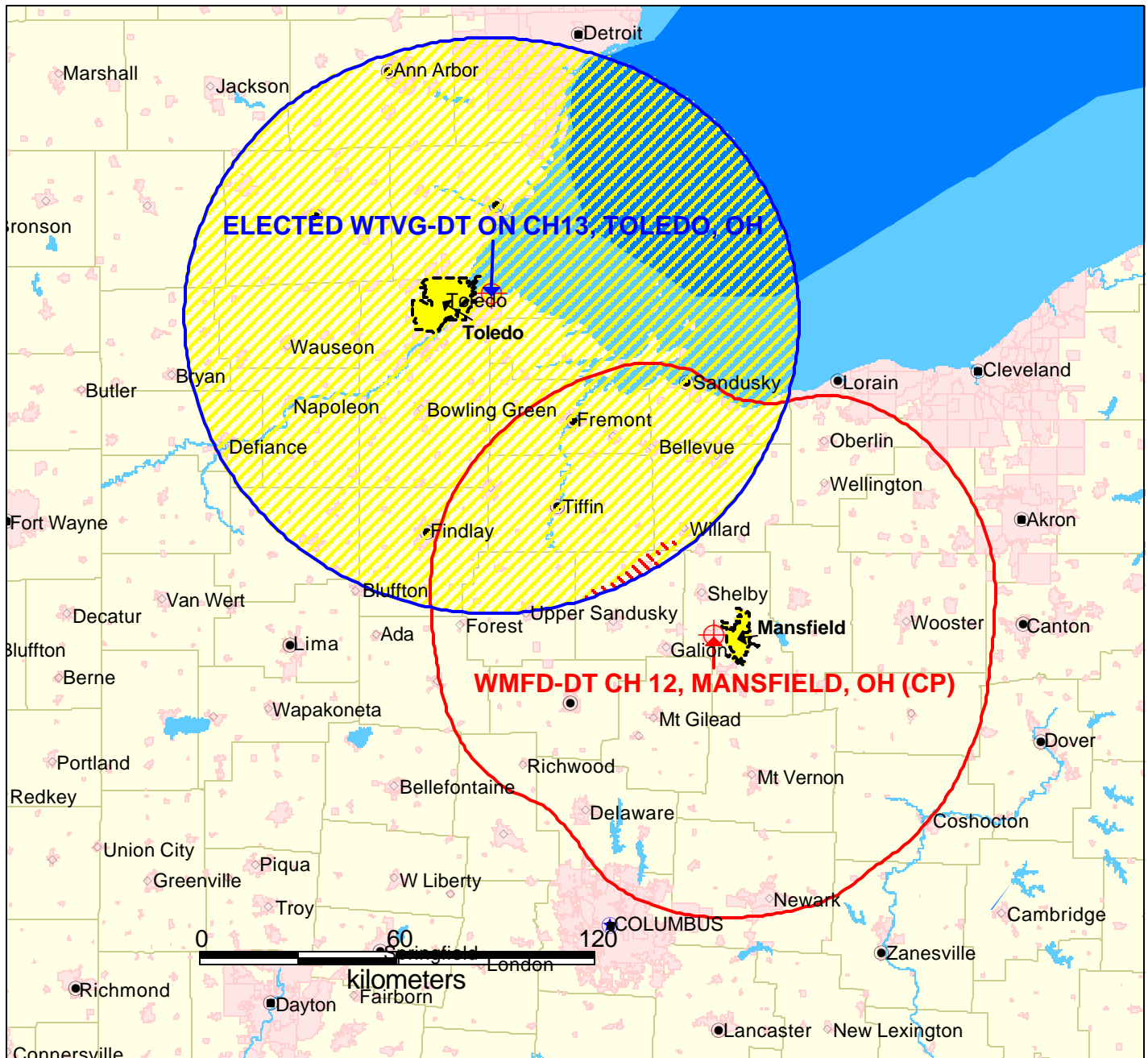
County	Population
Erie, OH	323
Sandusky, OH	1,174
Seneca, OH	7
Wood, OH	986
Total Pop Count	2,490

STRONGEST_SIGNAL -100 to -26 dB
Area: 105 Sq. Km
Pop Count: 2,490

PREDICTED COVERAGE CONTOURS
WFMD-DT Ch 12, MANSFIELD, OH
14 kW- 180 mHAAT, 558 mRCAMSL - 69497 DANT@ 5°

County	Population
Ashland, OH	52,523
Coshocton, OH	14,141
Crawford, OH	46,966
Cuyahoga, OH	1,767
Delaware, OH	88,564
Erie, OH	68,370
Franklin, OH	44,536
Hancock, OH	12,328
Hardin, OH	7,612
Holmes, OH	32,478
Huron, OH	59,487
Knox, OH	54,361
Licking, OH	32,953
Logan, OH	18
Lorain, OH	109,892
Marion, OH	66,217
Medina, OH	107,853
Morrow, OH	31,628
Muskingum, OH	167
Ottawa, OH	693
Richland, OH	128,852
Sandusky, OH	51,699
Seneca, OH	58,676
Stark, OH	1,190
Summit, OH	8,490
Tuscarawas, OH	211
Union, OH	6,513
Wayne, OH	106,759
Wood, OH	2,156
Wyandot, OH	22,908
Total Pop Count	1,220,008

Total Pop Count in COVERAGE AREA - STRONGEST_SIGNAL -26 to 200 dB
Area: 20,170 Sq. Km
Pop Count: 1,220,008



PREDICTED COVERAGE CONTOURS

NEW WTVG-DT ON CH. 13, TOLEDO, OH

14kW, 305.4 m HAAT, 485.4 m RCAMSL, D19OHTOLEDO ____ 13 D-ANT

**Predicted Principal Community Coverage
F(50,90) - 36 dBu**

STRONGEST_SIGNAL -28 to 200 dB
Area: 24,600 Sq. Km
Pop Count: 2,610,493

WFMD-DT Ch 12, MANSFIELD, OH
Predicted Principal Community Coverage
F(50,90) - 36 dBu - 14 kW- 180 mHAAT,
558 mRCAMSL - 69497 DANT@ 5°

STRONGEST_SIGNAL -100 to -28 dB
Area: 71.63 Sq. Km
Pop Count: 1,554

AUGUST 2005

**CARL T. JONES
CORPORATION**

Total Pop Count in INTERFERENCE AREA (inside WTVG-DT's 36 dBu) due to
WFMD-DT Ch 12, MANSFIELD, OH (CP.)
14 kW- 180 mHAAT,
558 mRCAMSL - 69497 DANT@ 5°

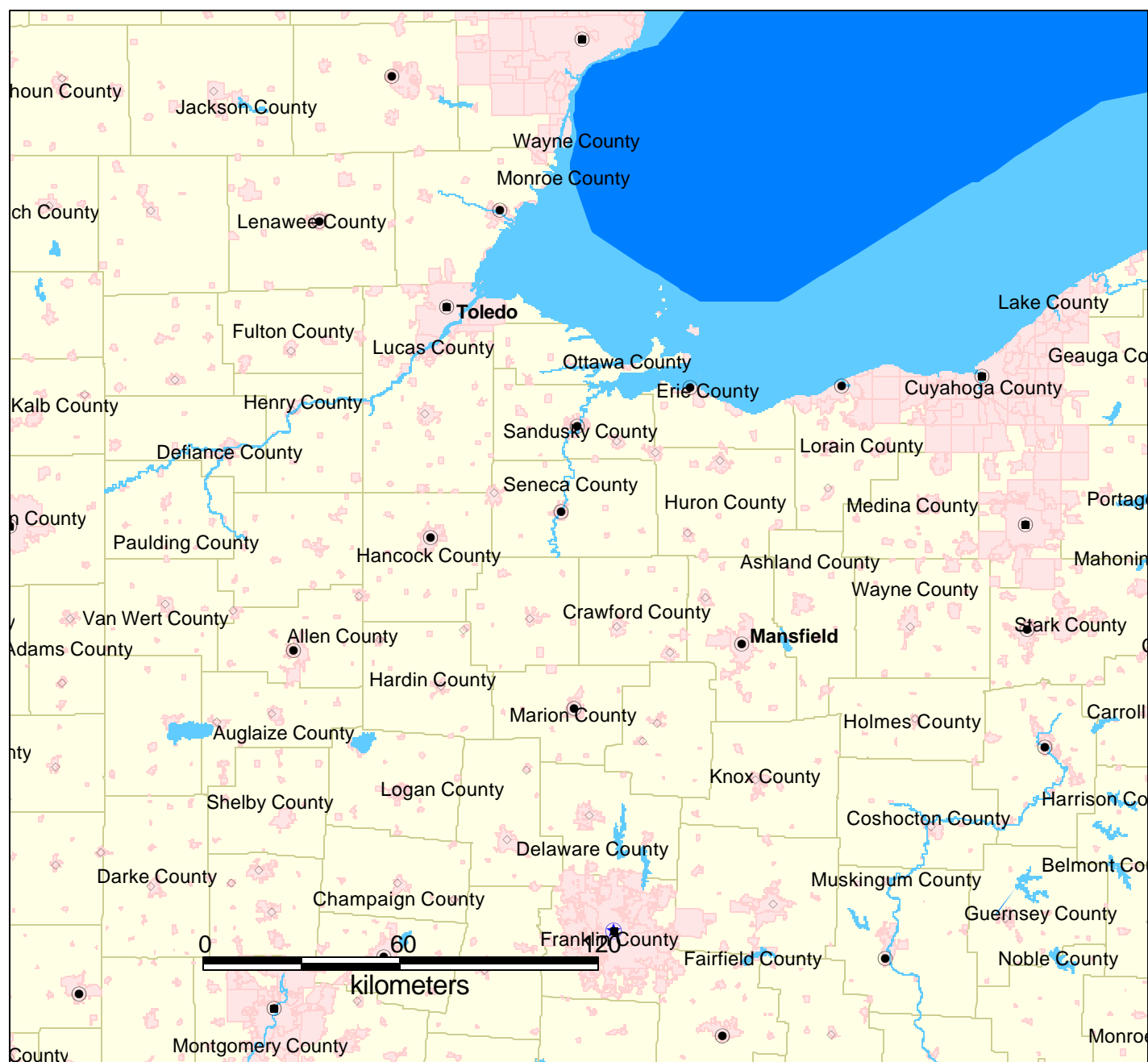
STRONGEST_SIGNAL -100 to -28 dB
Area: 71.63 Sq. Km
Pop Count: 1,554

County	Population
Crawford, OH	1,527
Huron, OH	27
Total Pop Count	1,554

Total Pop Count in COVERAGE AREA (inside WTVG-DT's 36 dBu)
WTVG-DT ON CH. 13, TOLEDO, OH
14kW, 305.4 m HAAT,
485.4 m RCAMSL, D19OHTOLEDO____13 D-ANT

STRONGEST_SIGNAL -28 to 200 dB
Area: 24,600 Sq. Km
Pop Count: 2,610,493

County	Population
Allen, OH	42
Crawford, OH	2,200
Defiance, OH	24,402
Erie, OH	75,829
Fulton, OH	42,084
Hancock, OH	69,566
Henry, OH	29,210
Hillsdale, MI	3,672
Huron, OH	45,069
Jackson, MI	4,436
Lenawee, MI	98,103
Lucas, OH	455,054
Monroe, MI	145,945
Ottawa, OH	40,985
Putnam, OH	17,949
Sandusky, OH	61,792
Seneca, OH	58,683
Washtenaw, MI	278,737
Wayne, MI	1,014,105
Williams, OH	8,263
Wood, OH	121,065
Wyandot, OH	13,302
Total Pop Count	2,610,493



TOLEDO AND MANSFIELD COUNTIES

AUGUST 2005

CARL T. JONES CORPORATION

PUBLIC INTEREST STATEMENT

DECLARATION OF ALFRED E. RESNICK


Declaration of Alfred E. Resnick, P. E.

I am a consulting engineer, an employee of the Carl T. Jones Corporation with offices in Springfield, Virginia. My experience and education are a matter of record with the Federal Communications Commission. I am a registered professional engineer in the Commonwealth of Pennsylvania, PE-027589E.

This office has been authorized to prepare engineering studies and figures in support of filings on behalf of the ABC Owned Television Stations.

The data and calculations contained in the engineering portion of these submissions was prepared by me or under my direct supervision. Where data were available for the FCC, these data were employed, and in other instances, accepted engineering practices, Longley-Rice calculations per OET Bulletin 69, February 6, 2004 edition, and other guidelines as contained in the Commission's Rules were employed.

As to these data and results, I verily believe them to be correct.



Alfred E. Resnick, PE

Dated: August 15, 2005